

VOLUNTARY AGREEMENT
BETWEEN
MR. JOHNIE HOLLIS, ET.AL
AND
SOLAR ECLIPSE, INC.

30909
RECEIVED MAR 7 1995

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN SOLAR ECLIPSE, INC./ECLIPSE AND MR. JOHNIE HOLLIS, ET. AL ASSOCIATION BECOMES EFFECTIVE UPON ITS SIGNING BY THE INDICATED PARTIES, AND REMAINS IN EFFECT UNTIL FURTHER NOTICE.

THE PURPOSE OF THE AGREEMENT IS TO ENSURE THAT SOLAR ECLIPSE, INC./ECLIPSE (hereinafter "ECLIPSE") CONTINUES TO EXHAUST EVERY EFFORT TO ENSURE THAT THE PEACE, ORDER AND QUIET OF THE NEIGHBORHOOD IS MINIMALLY IMPACTED BY THE PATRONAGE OF ITS MEMBERS AND GUESTS DURING ITS HOURS OF OPERATION.

ECLIPSE AGREES TO TAKE THE FOLLOWING ACTIONS TOWARD CONTINUED EFFORTS TO DIMINISH THE IMPACT OF PARKING IN THE COMMUNITY:

1. ECLIPSE WILL MAKE EVERY EFFORT TO FILL THE SEVENTEEN (17) PARKING SPACES IN THE REAR OF THE BUILDING DURING THEIR HOURS OF OPERATION. TOWARD ACCOMPLISHING THIS EFFORT, ECLIPSE WILL (A) TRIM TREES THAT ARE COVERING THE TWO SPOT LIGHTS ON EACH SIDE OF THE REAR OF THE BUILDING; (B) INCREASE LIGHTING BY INSTALLING AN ADDITIONAL FLOOD LIGHT IN THE CENTER OF THE BUILDING AT THE REAR; (C) NUMBER PARKING SPACES AND REQUIRE STAFF TO PARK IN THE REAR AND ASSIGN SPACES TO REGULAR ATTENDING MEMBERS TO ENCOURAGE THEM TO PARK IN THE REAR; (D) AND INSTALL TWO (2) SIGNS IN THE REAR (ONE WILL BE ON THE BUILDING UNDER THE FLOOD LIGHT, THE OTHER WILL BE AT THE ENTRANCE TO THE PARKING LOT) TO READ "ECLIPSE PARKING".
2. ECLIPSE WILL PLACE A LARGE SIGN AT THE ENTRANCE OF ECLIPSE ENCOURAGING ITS MEMBERS AND GUESTS TO REFRAIN FROM PARKING ON YOST PLACE, NE. 30TH STREET, AND CENTRAL AVENUE. THE SIGN WILL ALSO REQUEST THAT LOUD NOISES BE KEPT TO A MINIMUM WHEN RETURNING TO THEIR VEHICLES UPON DEPARTURE, AND ADVISE THAT THERE IS PARKING IN THE REAR OF THE BUILDING.
3. ECLIPSE WILL PREPARE A FLYER THAT WILL BE A PART OF THEIR REGULAR MAILING TO MEMBERS. THE FLYER WILL REMIND MEMBERS TO REFRAIN FROM PARKING ON YOST PLACE, 30TH STREET, AND CENTRAL AVENUE WHEN PATRONIZING THE CLUB, AND ADVISE THAT THERE IS PARKING IN THE REAR OF THE BUILDING.
4. THE ECLIPSE DISC JOCKEYS WILL BE REQUIRED TO REGULARLY MAKE ANNOUNCEMENTS REMINDING MEMBERS AND GUESTS TO KEEP LOUD NOISES TO A MINIMUM UPON DEPARTURE FROM THE CLUB.

5. ECLIPSE WILL REGULARLY DISTRIBUTE FLYERS TO MEMBERS AND GUESTS UPON THEIR ARRIVAL, AND PLACE ON THE INVITATIONS THAT MEMBERS HAVE MADE FOR THEIR SPECIAL FUNCTIONS, THE REQUEST THAT THEY NOT PARK ON YOST PLACE, NE AND THAT NOISES BE KEPT TO A MINIMUM UPON DEPARTURE FROM THE CLUB.
6. ECLIPSE WILL MAKE FREQUENT ANNOUNCEMENTS REQUESTING MEMBERS AND GUESTS TO REFRAIN FROM PARKING ON THE WEST SIDE OF 30TH STREET, N.E. FROM YOST PLACE TO CENTRAL AVENUE, N.E. TO ALLOW RESIDENTS THE COURTESY OF PARKING AT THEIR RESIDENCE. ADDITIONALLY, ECLIPSE WILL ENCOURAGE PATRONS TO KEEP FREE OF PARKING ON THE SOUTH SIDE OF YOST PLACE FROM 30TH ST., TO DEAD END, SO THAT A HANDICAPPED RESIDENT IS ASSURED PARKING AT RESIDENT LOCATION (CORNER YOST & 30TH WEST BOUND).

THE CONDITIONS OF THIS AGREEMENT SHALL BECOME A PART OF THE LICENSE PERMIT FOR THE DURATION OF THE LICENSE VALID DATE, AND SHALL BE MONITORED ON A REGULAR BASIS BY MR. JOHNIE HOLLIS, ET. AL. SHOULD MAJOR INFRACTIONS BE OBSERVED, ECLIPSE WILL BE GIVEN WRITTEN NOTICE OF SAME, WITH A TIMEFRAME OF THIRTY DAYS FROM THE DATE OF RECEIPT OF SAID NOTICE TO CAUSE CORRECTIVE ACTIONS. MAJOR INFRACTIONS ARE LISTED AS OVERCROWDED, OVERFLOW, MISUSE OF AREA, SANITATION & CLEAN-UP, INCREASED NOISE LEVEL, FAILURE TO KEEP GUESTS INFORMED. SHOULD ECLIPSE FAIL TO COMPLY WITH THE CONDITIONS OF THIS AGREEMENT, THEY UNDERSTAND THAT MR. JOHNIE HOLLIS, ET. AL WILL REINSTITUTE ITS PROTEST AGAINST THEIR CONTINUED OPERATIONS WITHIN THE COMMUNITY.

AT THE TIME OF RENEWAL OF CN LICENSE ~~3-6-95~~ ³⁻⁶⁻⁹⁵

DULY AGREED TO:

Johnie Hollis
MR. JOHNIE HOLLIS

DATE: 06 Mar 1995

Rafael
SOLAR ECLIPSE, INC.

DATE: 3-6-95